PIONEER FUEL

OLYMPIA FUEL & ASPHALT
PIONEER FUEL

P.O. BOX 27, OLYMPIA, WA 98507
1-800-959-3835 or 360-357-4411
Fax: 360-754-1092
Web: www.pioneerfuel.com

ARE YOU CURRENTLY A PACIFIC PRIDE CUSTOMER?
YES NO

Date: _____

Name: _____ Spouse: _____

Street Address: _____ City: _____ St: _____ Zip: _____
(Required)
P.O. Box or Mailing Address: _____ City: _____ St: _____ Zip: _____

Area Code: _____ Phone Number: _____ Cell Number: _____

Employer: _____ M/H LICENSE PLATE # _____ STATE REGISTERED: _____

PAYMENT OPTIONS:
(*Please initial the box of your preferred pre-authorized payment method)*

☐ **Automatic** Month-End Payment via ***Credit Card***
(We Accept : Visa and Master Cards)

*Name on Card:*_____ *Type of Card:*_____

*Credit Card #:*_____ *Expiration Date:*_____

☐ **Automatic** Month-End Payment via ***Checking Account per E.F.T.*** *(Electronic Funds Transfer)*

☐ **Prepayment**

☐ **Regular Month-End Billing**

Monthly Credit Line Requested: $_____ # of Vehicles: _____ # of Drivers: _____

BANK INFORMATION:
(Required irrelevant of selected payment option and for the sole purpose of MANDATORY credit reference checks!)

Name of Bank: _____ Branch: _____ Phone: _____

Address: _____ Contact: _____ Acct: _____

Current Fuel Supplier: _____ Phone:_____

Address: _____ City: _____ State: _____

IMPORTANT: **A SIGNATURE IS REQUIRED ON THE BACK OF THIS APPLICATION FOR IT TO BE COMPLETE!**

/INT

(overleaf)

an independant franchisee of:
PACIFIC PRIDE
THE COMMERCIAL FUELING SYSTEM

OLYMPIA FUEL & ASPHALT
PIONEER FUEL CREDIT APPLICATION
TERMS OF CARDLOCK USE

Purchaser agrees that use of Cardlock Facilities is subject to the following terms:

1. Time is of the essence in this agreement.
2. Purchaser shall be responsible for all purchases made by any person using Cardlock cards issued to Purchaser, regardless of whether the use by any other person is unauthorized or fraudulent..
3. If there is any change in the ownership of purchaser or if substantially all of the assets of purchaser are sold, purchaser shall promptly notify Pioneer Fuel (The Supplier) of such sale and supplier shall have a lien on all the assets of purchaser and a lien on the proceeds of such sale to secure payment of outstanding sums owing to supplier.
4. Purchaser represents that it and any person using the Cardlock Cards delivered to purchaser are and shall be aware of the proper use of the Cardlock system and shall use safe practices in compliance with the regulations of the local Fire code in the handling of the fuels dispensed from the Cardlock system. Purchaser agrees to indemnify and hold supplier harmless from any claims and costs including, but expressly not limited to, those for bodily injury and property damage which may be occasioned by the negligence or misuse of the Cardlock system by purchaser or any person using the Cardlock system with Cardlock cards delivered to purchaser.
5. Supplier shall use its best efforts to maintain the Cardlock system in good working order and condition at its expense. Provided, however, supplier shall not be responsible for any damage or loss which may result from its failure to provide fuel for the failure of the Cardlock system in any manner whatsoever.
6. Purchaser's right to purchase fuel through the Cardlock system may be terminated immediately upon any breach of any of the terms hereof or of any other agreement with supplier and may be terminated upon 30 days notice by either party. Upon termination purchaser agrees to surrender all Cardlock cards issued to purchaser and to immediately pay all outstanding sums owing to supplier.
7. Purchaser agrees that the principal balance of every invoice shall be due and payable within 15 days invoice date. Purchaser agrees to pay a past due service charge computed on the basis of one and one half percent (1-1/2%) per month (18% per year) on all past due amounts including previous past due service charges. Purchaser will receive no discounts if there is a past due balance. Payments received shall be applied to the oldest invoice due.
8. In the event that supplier commences litigation seeking payment of any sums due it from purchaser and/or purchaser is in default of this agreement, the applicant agrees to pay supplier reasonable Attorney fees and collection costs even if no litigation is commenced.
9. Purchaser consents to the jurisdiction of the courts of the State of Washington and agrees that venue for such suit or action shall be the courts of Thurston County.
10. Check's marked "PAID IN FULL" or any other words to that effect, written on a check for payment, shall be deposited by supplier even if the amount is not the full balance, and will not bind supplier to the terms of said "PAID IN FULL" or related language. The remaining balance will still be outstanding by purchaser.
11. Customer agrees that if any controversy arises from this agreement, it may be settled by arbitration, mediation, or legal action, whichever may be deemed more efficient and cost effective, by Pioneer Fuel, according to the Mandatory Arbitration Rules
12. The automated system may automatically suspend service to a delinquent account without notice.
13. ***CREDIT AUTHORIZATION —*** Purchaser warrants that the statements made on this document for the purpose of obtaining credit are true and correct and authorizes supplier to make a credit investigation, including banks, other businesses, financial institutions, etc., as needed.

UNCONDITIONAL PERSONAL GUARANTEE

As an inducement for and in consideration of the extension of credit to the above referenced acct. (The "Purchaser") by Pioneer Fuel, the undersigned ("Guarantor") personally and individually and not as corporation, guarantees prompt payment of all obligations to Pioneer Fuel, now or in the future, including reasonable Attorney's fees and costs incurred in collecting the obligations. This promise is continuing and shall be binding until guarantor gives Pioneer Fuel written notice to make further extensions of credit, but such written notice will not diminish the guarantor's liability to pay any indebtedness incurred prior to such notice. Pioneer Fuel may at any time, without notice and without affecting guarantor's promise, demand payment, extend additional credit or refuse to extend credit, extend the time for repayment, make any changes in its agreement with purchaser, and impair, exchange or release any collateral. Guarantor further waives all rights to notice of any kind, including, but not limited to, notices of default, acceptance or this guaranty and sale under Article 9 of the Washington Uniform Commercial Code. The obligations of guarantor to Pioneer Fuel hereunder are independent of purchaser's obligations and a separate action or actions may be brought by Pioneer Fuel against guarantor whether or not such actions are also brought against purchaser. Pioneer Fuel reserves the right to pull Consumer Credit Reports as required

GUARANTOR SIGNATURE: _____ SS # _____

PRINTED NAME: _____ DATE: _____

GUARANTOR SIGNATURE: _____ SS # _____

PRINTED NAME: _____ DATE: _____